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9-7-1975

## Houston Division of Kroger Co. and Retail Clerks Union, AFL-CIO, Local 455 (1975)

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## Houston Division of Kroger Co. and Retail Clerks Union, AFL-CIO, Local 455 (1975)

Location

TX

Effective Date

9-7-1975

Expiration Date

9-9-1978

Number of Workers

1500

Employer

Houston Division of Kroger Co.

Union

Retail Clerks Union

Union Local

455

NAICS

44

Sector

P

Item ID

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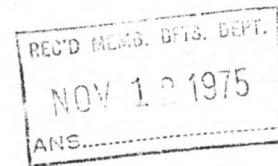
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AGREEMENT

RETAIL CLERKS UNION LOCAL #455  
HOUSTON CLERKS

#6780  
R.2/19/76

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Term: September 7, 1975 through September 9, 1978

X9/78

## AGREEMENT

This Agreement has been entered into by and between the Houston Division of The Kroger Co. hereinafter referred to as the "Employer" and the Retail Clerks Union Local 455 chartered by the Retail Clerks International Association, AFL-CIO hereinafter referred to as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting efficient conduct in business and providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

### ARTICLE 1. RECOGNITION OF THE UNION AND BARGAINING UNIT

A. The Union shall be the sole and exclusive bargaining agent for all employees employed by the Houston Division of Kroger Food Stores in stores operating in the state of Texas, excluding all persons employed in the meat departments, store managers, co-managers, management trainees, professional employees, guards and supervisors as defined in the L.M.R.A., as amended.

B. The Employer agrees not to enter into any agreement or contract with the employees, written or oral, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### ARTICLE 2. UNION STORE CARD

The Union agrees to issue Union Store Cards to the Employer under the rules governing Union Store Cards as set forth in the Constitution of the Retail Clerks International Association. Such Union Store Cards are and shall remain the property of said International Association, and the Employer agrees to surrender said Union Store Cards to an authorized representative of the Union upon demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card is issued. Union Store Cards will be displayed in a public area in all stores covered by this Agreement.

### ARTICLE 3. UNION SECURITY

E11  
3  
A. During the life of this Agreement the Employer shall deduct initiation fees and regular monthly dues from the first (1st) pay of each month of the employees who are members of the Union and who individually and voluntarily certify in writing on the check-off authorization form for such deductions. Such authorization shall be binding on the employees for the duration of this Agreement unless the authorization is revoked in accordance

7455



with the provisions of the Taft-Hartley Act of 1947, as amended. No deductions shall be discontinued until the Employer has verified through the Union that the employee's request for withdrawal is timely and proper. The Union shall certify in writing a list of its new members, together with signed authorization cards with an itemized list of such initiation fees and dues to be deducted from such members. The Employer shall promptly remit all sums deducted in this manner to the Union. Timing for such deductions may be worked out locally between the Employer and the Union.

Upon request by the Union, Employers with mechanical facilities and capabilities shall deduct dues on a weekly basis and remit such dues monthly to Local Union No. 455.

B. If there should be a change in the law permitting a Union Security Clause, the following shall to the extent permitted by law be effective as part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

C. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph (C) only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of paragraph (B) above.

E14  
3  
D. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

E. The Employer agrees to notify the Union in writing within thirty (30) calendar days from the date of employment of the name and address of each new employee, his social security number, position for which he will be employed, date of employment, and starting rate of pay. The Employer agrees to apply to such new employees the wage scale, hours and other conditions of employment set forth in this Agreement.

F. Within the first forty-eight (48) hours of employment of a new employee, the manager of the retail establishment shall explain to the new employee that he has the right to join the Union and shall introduce such new employee to the store steward or business representative during working hours and shall give the store steward or business representative time to explain the Union contract, to answer any questions, and to sign the new employee for Union membership. Such time shall not be an undue burden on the Employer.

#### ARTICLE 4.      CLERKS WORK

H59  
1  
To prevent the erosion of bargaining unit work driver salesmen book salesmen, or sales representatives shall not perform work or services in the Employer's retail establishments in excess of the prevailing practice in the industry in the areas covered by this Agreement at the time of this Agreement.

ARTICLE 5.      TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective the parties agree as follows:

H49  
60  
In the event the Employer introduces major technological change which for the purpose of this Article is defined as price marking and electronic scanner which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such change will be given to the Union.

In addition, the Parties agree:

1. The Employer has the right to install such equipment.
2. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
3. Where employees would be displaced by such installation the Employer will make every effort to affect a transfer.
4. If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:
  - a. The employee had two or more years continuous service.
  - b. Does not refuse a transfer within a twenty-five (25) mile radius.
  - c. Does not refuse to be retrained.
  - d. Such action does not occur more than one year from date of installation.
  - e. Does not voluntarily terminate employment.
- H61  
1  
5. Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.
6. Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement, not to exceed forty (40) hours straight time pay.

ARTICLE 6.      DISCHARGE AND DISCRIMINATION

E22  
1  
A. The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union or any organization affiliated therewith.

B. An employee may be discharged for proper cause, and the Employer shall give notice in writing of such discharge to the Union. The Employer shall not discharge any employee without proper cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee and to the Union, except that no warning notice need be given to an employee, before discharge, if the cause of such discharge is dishonesty, drunkenness, falsification of application for employment (discharge for falsification of application of employment must be within sixty (60) days from date of hire), recklessness resulting in a serious accident while on duty, or refusal of any employee to accept a job assignment.

Warning notices shall be void after six (6) months from date of issue.

The Union may thereupon file a written complaint with the Employer within seven (7) days after the Union receives notice of such discharge. Said complaint must be taken up within seven (7) days from the date it is filed with the Employer, by the Union's representative and the Employer's designated representative, and it may be referred to the Board of Arbitration in the event the Union and the Employer's designated representative fail to reach an agreement. Should the Board determine that it was an improper discharge, the Employer shall reinstate the employee in accordance with the findings of the Board of Arbitration.

C. Upon receipt by the Union from the Employer of a warning notice or Corrective Action Record, an employee who feels that such charge was unfair or unwarranted shall have fifteen (15) days from receipt by the Union of such notice, to file a grievance concerning the Employer's action.

## ARTICLE 7. SENIORITY

### A. DEFINITION:

1. Seniority shall be defined as the length of continuous service of the employee with the Employer from the employee's last date of hire and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement.

2. No employee shall acquire any seniority rights until the employee has been in the bargaining unit thirty (30) days and provided further that after thirty (30) days, the seniority date shall revert to the date the employee entered the bargaining unit.

3. Seniority shall be by classification as shown in the wage schedule of this Agreement. Seniority shall be on a store, zone or district, city and contractual basis in the Houston area, and in other areas on a store, city, zone or district and contractual basis. (Areas to be agreed upon.)

4. Part-time employees shall have first choice for regular full-time jobs, based on seniority, provided they are capable of performing the work. Employees desiring such full-time jobs shall notify the Zone Manager in writing by either January 20th and July 20th of each year, that they desire full-time work and are available. Such request will be for any full-time jobs that might occur during a six (6) month period from the first day of each month following such specified date.



B.

SENIORITY LISTS:

Seniority lists shall be established and maintained, and such records shall be available to the Union at all times. Full-time employees shall have seniority over part-time employees. A full-time employee reduced to part-time shall retain his or her seniority.

C.

CHOICE OF SCHEDULES AND HOURS:

1. Employees by classification and job assignment shall be entitled to a choice of a total weekly schedule by seniority. This claim must be made by 12:00 Noon Saturday after the posting of the schedule for the succeeding week's hours of work. An employee shall be permitted to exercise his or her claim for a weekly schedule only once in every ninety (90) days, unless his or her schedule is changed for more than one week. (Changes of a total of four (4) hours or less per week shall not be considered a schedule change.) Such schedule shall not be arbitrarily or capriciously changed by the Employer.

2. Full-time employees by classification within a store and where the employee is qualified to do the work available will be given the daily and weekly schedule with the most hours by seniority. Schedules will be arranged to provide senior, full-time employees with as many full forty (40) hours per week schedules as is consistent with the requirements of the business with the understanding that hours will not be added unnecessarily to accomplish this objective.

3. Part-time employees by classification with the most seniority within a store and where said employee is qualified to perform the work and is available will be given the remaining weekly schedules with the most hours.

4. Where additional hours in a store become necessary to schedule due to employee's absence, increased volume, etc., it will be done by seniority as defined in this Article. Employees will not necessarily be called in unless the additional hours exceed four (4) hours or more or the additional hours would run into overtime.

5. Any grievance arising out of scheduling must be presented by 4:00 P.M. on Saturday of the week the schedule is posted by the employee involved; otherwise, said employee will be deemed not to have a valid grievance.

6. In a general lay-off or where inequities exist, the Employer and the Union will meet and such arrangements worked out will be final and binding on all parties.

7. Part-time employees shall be given preference for full-time employment over applicants with no previous experience with the Employer.

8. The Employer agrees not to schedule two (2) employees where one (1) could be scheduled to do the work available and said employee is qualified and available.

D.

LAYOFF, RECALL AND VACATIONS:

1. Seniority by classification shall apply in permanent lay-off and recall provided the senior employee retained can perform the work available.

2. Seniority shall apply in choice of vacation time. Employee's vacation choice will be granted as long as the number of employees off at any one time does not interfere with the efficient operation of the store.

E. SUNDAY AND HOLIDAY ROTATION:

Sunday and holiday work shall be rotated among qualified employees who indicate in writing that they are available to work on a continuing basis. Where additional employees are needed, the junior employees must work in inverse seniority order by store.

F. PROMOTIONS OR TRANSFERS:

1. In the matter of promotions or transfers from one type of work to the other the Employer shall have the right to exercise the sole decision after giving due regard to seniority. The Company recognizes the Union's right to grieve in these matters.

152  
1  
2. In the matter of transfers from one store to another the Employer shall have the right to determine whether the employees in that job classification are qualified for the available assignment. All circumstances being reasonably equal, the job shall be offered to the most senior employees. In the event that the most senior employee refuses the transfer, the junior employee will be transferred.

3. Full-time employees desiring to transfer from one store to another store of the Employer shall make such request in writing to the Employer's zone or district manager and the personnel department with a copy to the Union office. Such request shall remain on file with the Employer for a period of six (6) months, during which time, if the Employer has any openings occurring within their classification within any store or stores requested by the employee, the employee shall be granted such transfer providing the employee is qualified and available to work the schedule.

G. LOSS OF SENIORITY:

Seniority will be broken if an employee:

1. Quits.
2. Is discharged for just cause.
- 216  
05  
3. Is laid off continuously for a period of more than six (6) months.
4. Fails to return to work after being recalled by the Employer by registered letter to his last known address and does not report for work within one (1) week (7 calendar days) from date of his registered letter.
5. Fails to return to work upon completion of a leave of absence as defined in Article 14.

ARTICLE 8.

WORKING CONDITIONS

F9  
SD  
F11  
400

A. WORK WEEK: The work week shall consist of not more than forty (40) hours to be worked in not more than five (5) days, Monday through Saturday in a regular week and thirty-two (32) hours to be worked in not more than four (4) days, Monday through Saturday, in a holiday week. The days are not necessarily consecutive.

B. WORK DAY:

1. The basic work day for all employees before overtime shall be eight (8) hours per day.

2. There shall be no split shifts worked or scheduled for employees.

F15  
80  
F17+24+50+59  
115  
F21  
400

C. OVERTIME AND SUNDAY RATES: Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) will be paid for all hours worked in excess of the work week or work day as set forth in A and B above, but in no case on both. Time and one-half ( $1\frac{1}{2}$ ) will be paid for work performed on the sixth (6th) day worked in the work week, and for work performed on Sunday; however, in no event shall the same hours be used twice in computing premium time and/or overtime.

G16  
40

D. DAILY GUARANTEE: All employees who are instructed and do report for work shall be guaranteed at least four (4) hours work or pay in lieu thereof, except school students on scheduled school days, who are not available or enough hours do not remain in the work day.

G31  
130

E. HOLIDAY RATE: All work performed on a holiday shall be paid for at the premium rate of time and one-half ( $1\frac{1}{2}$ ) (effective September 14, 1975 double time (2X)) the employee's straight time rate of pay and shall be in addition to any holiday pay the employee is entitled to under the Contract.

F44  
135

F. NIGHT PREMIUM: All employees shall receive a night premium of twenty-five cents (25¢) per hour for all hours worked from 6:00 P.M. to 6:00 A.M. The night premium shall be paid in addition to any other premiums and/or overtime the employee may be entitled, however, is not considered a part of any base rate in computing daily overtime or premium rate of pay.

Increase the amount of night premium as follows:

9-14-75 to 30¢

9-12-76 to 35¢

G. SCHEDULED DAY OFF: An employee (who works thirty-two (32) or more hours per week) who is required to work on a scheduled day off will receive time and one-half ( $1\frac{1}{2}$ ) for all work performed on that day. The scheduled day off is the one posted on Friday, or any allowed revision thereof. In order to receive the premium pay, the employee must work the basic work week.

H. TIPS: Employees shall be allowed to keep all tips.

E30  
2

I. TRANSPORTATION ALLOWANCE:

Employees shall not be required to furnish their own transportation to conduct any business of the Employer. Employees who are authorized to use their own transportation to conduct any business of the Employer shall be reimbursed at the rate of twelve cents (12¢) per mile.

J. WORK SCHEDULE:

1. A schedule for employees shall be posted by 12:00 Noon on Friday for the succeeding week and such schedule will not be changed during the week unless such requirement is necessitated because of sickness or emergencies ("emergency" means strike, fire, flood, etc.) Employees schedules will not be changed to avoid the payment of overtime except as allowed herein.

2. The schedule shall be posted in ink or other permanent type printing and shall show the last name and initial of the employee, the employee's starting time and quitting time, and scheduled days off.

3. All part-time employees scheduled for work by the Employer except Sacker/Carry-out and students working during the regular school term, shall be scheduled a minimum of twelve (12) hours work for such week.

K. SHIFT INTERVAL:

The Employee will be given ten (10) hours off duty between scheduled shifts.

L. MEAL PERIOD:

Employees who are scheduled to work more than four (4) hours in a day shall be granted one (1) hour without pay for meal period. Such meal period will be scheduled daily and as near the middle of the work shift as possible. A meal period of less than one (1) hour, but not less than one-half ( $\frac{1}{2}$ ) hour, may be granted when it is agreeable with both the employee and the store manager.

M. REST PERIODS:

G21  
30

Employees working four (4) hours but less than six (6) hours in a work day shall receive one (1) uninterrupted paid fifteen (15) minute rest period. Employees working six (6) hours or more in a work day shall receive two (2) uninterrupted paid fifteen (15) minute rest periods during the work day; one in the first part of the work day and the other in the second part of the work day. Employees working ten (10) hours or more in a work day shall receive three (3) uninterrupted paid fifteen (15) minute rest periods.

ARTICLE 9. WAGES

Rates of pay for job classifications now set forth in this Agreement shall be not less than as set forth in Schedule "A" attached hereto and made a part of this Agreement.



ARTICLE 10. HOLIDAYS:

628  
090

A. RECOGNIZED HOLIDAYS: The following shall be considered as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days regularly celebrated in lieu thereof. The employee's birthday and anniversary date of employment will be considered as holidays as set forth below. Employees shall also be given a personal holiday, mutually agreed on by the employee and the Employer, after they have completed one year of service with the Employer. Effective January 1, 1977 in lieu of a ninth (9th) holiday, the day before or after the employee's vacation will be a paid holiday.

B. ELIGIBILITY: Employees who are absent of their own accord on either their scheduled work day preceding or their scheduled work day following the holiday shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay, provided he or she worked any part of the holiday week. This paragraph does not apply to either the employee's birthday or anniversary date of employment holidays.

C. BIRTHDAY AND ANNIVERSARY HOLIDAYS: Employees will be given their birthday and anniversary date of employment off as paid holidays under conditions prescribed for holidays, provided however, when an employee's birthday or anniversary date of employment falls in another holiday week, it will be celebrated in the first non-holiday week following. Where an employee's birthday or anniversary date falls on Sunday, another day off with pay will be given during this week.

D. HOLIDAY PAY:

1. FULL-TIME: During a week in which one of the above holidays occur, full-time employees who work their scheduled work day preceding and their scheduled work day following the holiday shall receive eight (8) hours pay in addition to the hours worked.

2. PART-TIME: A part-time employee shall be entitled to holiday pay for the holidays set forth in Paragraph A above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked except where absence is caused by proven illness or is excused by the Employer the employee shall receive the holiday pay provided he or she worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

<u>Average Hours Worked</u>	<u>Holiday Pay</u>
20 hours or less	4 hours
Over 20 hours but less than 32 hours.	6 hours

E. EXTRA DAY: If a holiday occurs during an employee's vacation, he shall be given an extra day off with pay or receive pay in lieu thereof where such is agreeable to the employee and the Employer.

ARTICLE 11. VACATIONS:

1. ELIGIBILITY:

G36  
10  
A. A full-time employee will be eligible for a one (1) week vacation as of the first (1st) anniversary date of continuous full-time service, provided he has completed one (1) year of continuous full-time service as of that date.

G40  
20  
B. After qualifying for his first one (1) week vacation, a full-time employee who has completed one (1) year of continuous full-time service (but less than three (3) years) prior to January 1 is eligible for a one (1) week vacation as of January 1.

G44  
30  
C. A full-time employee will become eligible for a second (2nd) week of vacation as of the third (3rd) anniversary of his beginning date of continuous full-time service provided he has completed three (3) years of continuous full-time service as of that date.

G48  
40  
D. After qualifying for his first two (2) week vacation, a full-time employee who has completed three (3) years of continuous full-time service prior to January 1 is eligible for a two (2) week vacation as of January 1.

E. A full-time employee will become eligible for a third (3rd) week of vacation as of the eighth (8th) anniversary of his beginning date of continuous full-time service provided he has completed eight (8) years of continuous full-time service as of that date.

F. After qualifying for his first three (3) week vacation, a full-time employee who has completed eight (8) years of continuous full-time service prior to January 1 is eligible for a three (3) week vacation as of January 1.

G. A full-time employee will become eligible for a fourth (4th) week of vacation as of the fifteenth (15th) anniversary of his beginning date of continuous full-time service provided he has completed fifteen (15) years of continuous full-time service as of that date.

H. After qualifying for his first four (4) week vacation, a full-time employee who has completed fifteen (15) years of continuous full-time service prior to January 1 is eligible for a four (4) week vacation as of January 1.

I. Effective January 1, 1976 a full-time employee will become eligible for a fifth (5th) week of vacation as of the twentieth (20th) anniversary of his beginning date of continuous full-time service provided he has completed twenty (20) years of continuous full-time service as of that date.

J. After qualifying for his first five (5) week vacation a full-time employee who has completed twenty (20) years of continuous full-time service prior to January 1 is eligible for a five (5) week vacation as of January 1.

2. VACATION PAY:

A. Employees will be paid their straight time earnings for their basic work week.

B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS:

Vacations must be scheduled in the calendar year as due. No employee shall be given pay in lieu of vacation. If an employee qualifies for a one, two, three or four week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take his earned vacation early or wait and take his cumulative earned vacation later in the year.

4. SEPARATIONS:

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. EFFECT OF LEAVES OF ABSENCE:

Leaves totalling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than ninety (90) days but not over 180 days shall reduce vacation and vacation pay by one-fourth ( $\frac{1}{4}$ ); leaves totalling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half ( $\frac{1}{2}$ ); leaves totalling more than 270 days shall disqualify for vacation.

6. PART-TIME:

660  
1  
A. A part-time employee shall be granted a vacation under the same general rules as provided for full-time employees. Part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52).

B. The qualifying date for all vacation purposes of any part-time employee who subsequently, and without a break in his employment, qualifies as a full-time employee shall be the date from which his service has been counted for part-time vacation purposes rather than the date he qualified as a full-time employee.

ARTICLE 12. SEPARATION PAY

145  
07  
A full-time employee with more than six (6) months regular service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one week's notice or one week's pay in lieu of notice. An employee separated during



a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which at the option of the Employer may either be worked out or paid in lieu of notice.

ARTICLE 13.      FULL-TIME EMPLOYEE:

Definition of a full-time employee will apply where full-time employee appears in this Agreement.

A. An employee will be classified as a full-time employee at the end of any twelve (12) consecutive work weeks during which his average hours worked per week equal or exceed 80% of the hours in the basic work week for his classification.

B. Time not worked because of a holiday shall be counted as time worked towards qualification as a full-time employee, regardless of whether or not the employee is entitled to holiday pay.

C. For an employee who meets the aforesaid requirements, continued service as a full-time employee shall be dated back to the first day worked in the first of the twelve (12) qualifying weeks.

D. Once an individual has qualified as a full-time employee, he shall be removed from full-time status only:

1. If he is discharged.
2. If he quits voluntarily, or becomes unavailable for full-time work because of another job.
3. If he is permanently laid off due to elimination of job.
4. If he has been reduced, at his voluntary written request, to less than half-time work for one full four (4) week accounting period. Upon receipt of such request the employee shall be notified of the date on which his full-time status and benefits will be terminated, provided he does not return to full-time work in the meantime.
5. If prior to completion of two years of service as a full-time employee, he has worked less than half-time or has been laid off in 10 or more weeks in 3 consecutive periods, including the last two (2) weeks of the most recent period.
6. If after completion of two years of service, as a full-time employee, he has worked less than half-time or has been laid off in 20 or more weeks in six (6) consecutive periods, including the last two (2) weeks of the most recent period.

E. If separated from full-time status in accordance with the preceding paragraph, the employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a full-time employee, he must again meet the requirements set forth in the first paragraph.

F. A day student averaging 80% or more of the basic work week during the summer will be retained on a probationary basis until October 15. If he is still working at that time, has met all requirements for classification as a full-time employee, and is currently averaging 50% or more of the basic work week, he shall be classified as a full-time employee, his beginning date of continuous service shall be dated back to the beginning of his qualifying service as defined in the preceding paragraph.

ARTICLE 14. LEAVES OF ABSENCE

G13  
1  
A. PREGNANCY: An employee shall be granted a pregnancy leave of absence when request for such is accompanied by the attending doctor's statement certifying that the employee is pregnant and giving the anticipated beginning date of such leave, subject to the same general requirements as specified for sickness or injury leaves of absence.

B. SICKNESS OR INJURY: A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

G9  
1  
C. PERSONAL LEAVE: Any employee with six (6) months or more of service with the Employer may be granted at the convenience of the Employer and the employee a personal leave of absence, without pay, not to exceed thirty (30) days.

G10  
1  
D. UNION BUSINESS: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided the Employer is given at least seven (7) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

E. REQUIREMENTS:

1. An employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union unless otherwise specified in this Agreement. The length of absence to be agreed upon by the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of sickness or injury shall not result in the loss of seniority rights.

2. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein, and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except a case where such employee works for the Union.

3. An employee returning from a leave of absence must notify the Employer not later than 12:00 Noon Thursday of a week and will be placed on the following week's schedule.

F. MILITARY LEAVE:

G12  
1  
1. An employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act.

2. Any employee who is required to report for duty with the National Guard or with any Reserve of any branch of the military shall not be required to take his vacation at that time.

G. JURY DUTY AND APPEARANCES:

G20  
3  
1. In case an employee is known to have served on any duly constituted jury or to have been subpoenaed as a witness, he shall be paid for hours necessarily absent from work. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury or witness fees in addition to their pay.

2. Any employee required to appear in legal proceedings on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to the proceeding from the store, and shall be reimbursed for parking fees resulting from parking for such proceeding. Parking receipt must be presented to receive reimbursement.

G14  
03  
H. FUNERAL LEAVE: If a member of an employee's immediate family shall die, said employee shall be paid for a reasonable period of absence depending upon the circumstances but not to exceed a maximum of three (3) scheduled work days. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative residing with the employee.

ARTICLE 15. GENERAL PROVISIONS

E33  
1  
A. UNIFORMS: Any uniform clothing deemed necessary by the Employer for its employees shall be furnished by the Employer and replaced when needed.

B. BULLETIN BOARDS: The Employer will provide a bulletin board in each store. Space will be provided to the Union for posting on such boards notices necessary for conducting Union business.

C. CHARITABLE CONTRIBUTIONS: Charitable contributions will be on a voluntary basis.

D. STORE MEETINGS: Store meetings called by the Employer at which employee attendance is required shall be considered hours worked and paid for accordingly.

E. VOTING TIME: Texas law regarding employee's time off for voting shall be followed.

F. RECORDING OF TIME WORKED:

1. Employees will be responsible for punching and signing their own time cards and will be paid in accordance with the time records on such cards. Employees failing to follow the proper procedure regarding cards will be subject to discipline.

2. When an employee fails to record time on his timecard, or when the time clock records an error on the employee's card the employee shall report such failure or error to the store manager or his designate who shall insert the proper time in ink on the card and initial it, and the employee shall also initial said card.



G. Employees shall not be required to take a polygraph test.

ARTICLE 16. UNION RIGHTS.

A. Lengthy discussions between employees and representatives of the Union, including the store steward, or among themselves concerning disputes, shall not take place during working hours.

B. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

C. Under normal conditions Contract administration will be handled during the hours the manager, the assistant manager or their designee are in the store. However, if the store is closed and/or the store manager is not on the premises and when the Union has reasonable cause to believe that the Contract is being violated or where a member has requested representation, the Employer shall allow the Union access to the store provided the Union notifies the store manager of the specific time the Union desires access to the store and the time is mutually agreed during that work shift.

ARTICLE 17. MANAGEMENT RIGHTS

E12  
1  
The management of the business and the direction of the working forces, including the right to plan, direct, control, expand, reduce and terminate store operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employee and provided further that it will not be used for the purpose of discrimination against any employee and provided further that this right is not in conflict with any other provision of this Agreement.

ARTICLE 18. HEALTH AND WELFARE

A. The Employer shall contribute to the established Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust the sum of forty-two dollars (\$42.00) per month for each employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) and shall continue to contribute forty-two dollars (\$42.00) per month on each employee who maintains an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such contributions to be used to provide Health and Welfare benefits as determined by the trustees as provided in the Southcentral Division Retail Clerks Union and Employers Health and Welfare Trust Agreement.

B. The eight (8) consecutive calendar weeks referred to in Section A above shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month, which shall be the period used for determination of the continuation of contributions on each employee.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below.



2. The employee's ceasing to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours). For the purpose of this paragraph, an employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of illness or non-work accident six (6) months contribution following the month in which the illness or injury occurs.

2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.

3. In case of compensable injury, three (3) month's contribution following the month in which the injury occurs.

4. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause.

E. Employer contributions which have been discontinued as provided in Section D above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

F. Effective with the first full payroll period on or after December 1, 1975, Paragraphs A, B, C & E become null and void and the following shall apply:

The Employer shall contribute to the established South Central Division Retail Clerks Union and Employer's Health and Welfare Trust Fund the sum of twenty-two and one-half cents ( $22\frac{1}{2}\text{¢}$ ), and effective the first full payroll period on or after June 1, 1976, twenty-three and one-half cents ( $23\frac{1}{2}\text{¢}$ ) per hour, effective the first full payroll period on or after June 1, 1977, twenty-five and one-half cents ( $25\frac{1}{2}\text{¢}$ ) per hour, effective June 1, 1978 twenty-eight and one-half cents ( $28\frac{1}{2}\text{¢}$ ) per hour, for all hours paid (excluding probationary employees hours) not to exceed forty (40) hours per week. Such contributions to be used to provide Health and Welfare benefits as determined by the trustees as provided in South Central Division Retail Clerks Union and Employer's Health and Welfare Trust Agreement.

To determine the continued contribution as provided in D above, the Employer will average the hours paid for the last four (4) consecutive weeks prior to the employees absence not to exceed forty (40) hours per week.

#### ARTICLE 19. PENSION PLAN

A. The Employer agrees to contribute to a jointly administered Trust Fund known as the Retail Clerks-Unions Southern Division and Employers Pension Fund the sum of fourteen cents (14¢) per hour for all hours paid, up to forty (40) hours a week, for all employees in the bargaining unit herein described and for probationary employees. Hours paid shall include paid hours of vacation, holidays and other hours of leave paid for by the Employer. Such

contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

B. The amount of contributions as provided in Paragraph A above shall be increased as follows:

First full payroll period on or after 1-1-76 -- 16¢  
First full payroll period on or after 1-1-77 -- 18¢  
First full payroll period on or after 1-1-78 -- 20¢

C. The contributions provided for in (A) hereof shall be for the purpose of providing such Pension benefits for eligible employees and other eligible persons as are determined from time to time by the trustees of the aforesaid Trust Fund pursuant to the terms of a Trust agreement and declaration of Trust which shall be designated as Appendix (A) and attached to this Agreement as a part thereof.

ARTICLE 20.      DISPUTE PROCEDURE

A. The Union shall have the right to designate store stewards for each store.

ES9  
1  
B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee and/or store steward, Union business representative, or either, and the manager of the store.

Step 2. By conference between the Union business representative and/or store steward and the District or Zone Manager.

Step 3. By conference between an official of the Union and the Division Manager of Industrial Relations (President or Divisional Vice President) or person designated by him.

Step 4. In the event Step 3 fails to settle the complaint, it may be referred to arbitration by either party within fourteen (14) calendar days from receipt of the Employer's written decision and position on the complaint, otherwise the grievance shall be considered null and void.

C. In the event the parties cannot agree upon the selection of an arbitrator within fifteen (15) days from date of referral of the controversy to arbitration, the arbitrator shall be selected in the following manner.

The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the question of the arbitrability of such issue. His decision and award shall be final and binding upon the parties to this Agreement. Where more than one is part of a common grievance, it shall be heard as a single grievance. The fees of the arbitrator shall be borne one-half ( $\frac{1}{2}$ ) by the Union and one-half ( $\frac{1}{2}$ ) by the Employer party to the arbitration.

E66  
The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement.

The time limit set forth in this Article may be extended upon mutual agreement of the parties.

D. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened except monetary issues which may be presented within six (6) months and hourly wage rate and night premium claim which may be presented within one (1) year. Grievances that have progressed through Step One (1) of the dispute procedure must be submitted in writing to be considered in Step Two (2).

E. The parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above mentioned steps deemed appropriate by the parties.

#### ARTICLE 21. NO STRIKE, NO LOCKOUT

A. The Union agrees not to cause, ratify, or sanction any strike, slowdown, or stoppage of work and the Employer agrees that there shall be no lockout of any employees during the term of this Contract.

E67  
B. The Employer agrees that nothing in this Contract shall require any employee to report or to perform any work when to do so will require that he cross a legal labor picket line in a primary labor dispute involving the Employer when such is sanctioned by Retail Clerks Local #455. Provided, however, that Retail Clerks Local #455 agrees that it will give the Employer at least forty-eight (48) hours notice after such primary picketing commences of its intention to sanction any such primary picket.

#### ARTICLE 22. SEPARABILITY

E38  
Any provision of this Agreement which may be adjudged by a court of final jurisdiction to be in conflict with any Federal, State, or Local Law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal, State or Local Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union Agree that substitute provisions shall be negotiated promptly to replace those provisions coming into conflict with the laws herein described. The Employer and the Union further agree if they are unable to reach an agreement on the substitute provisions to arbitrate any differences concerning a substitute provision.

ARTICLE 23.      DURATION AND EXPIRATION

A.                This Agreement when executed shall be deemed to define the wages, hours and rates of pay, and other conditions of employment covered by this Agreement for the term of this Agreement, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiations during the term hereof.

B.                This Agreement shall be in effect from September 7, 1975 through September 9, 1978 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination or changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 30<sup>th</sup> day of October, 1975.

FOR THE UNION:

Ray B. Woron  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

Robert Cunningham  
\_\_\_\_\_  
Robert Cunningham  
\_\_\_\_\_  
Robert Cunningham  
\_\_\_\_\_



**SCHEDULE "A" WAGES**  
(Conventional Stores)

CLASSIFICATION:	EFFECTIVE DATES:							
	9-7-75		3-7-76		9-12-76		9-11-77	3-24-78
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time		
<b>CLERKS:</b>								
1st 6 months**	2.995	2.965	----	----	3.25	3.23	3.51	----
2nd 6 months	3.40	3.36	----	----	3.70	3.68	4.00	----
3rd 6 months	3.80	3.76	----	----	4.10	4.08	4.40	----
4th 6 months	4.40	4.36	----	----	4.70	4.68	5.00	----
Thereafter	5.00	4.93	5.20	5.13	5.55	5.51	5.90	6.00
<b>DRUG, HOME CENTER, BOTTLE BOOTH, BAKERY, PREPARED FOODS:</b>								
1st 6 months**	2.915	2.885	----	----	3.17	3.15	3.43	----
2nd 6 months	3.33	3.29	----	----	3.63	3.61	3.93	----
3rd 6 months	3.67	3.63	----	----	3.97	3.95	4.27	----
4th 6 months	4.14	4.11	----	----	4.44	4.42	4.74	----
Thereafter	4.74	4.66	4.94	4.86	5.29	5.25	5.64	5.74
<b>PREPARED FOODS MANAGER:</b>	5.06	----	5.26	----	5.61	----	5.96	6.06
<b>LUNCH:</b>								
1st 6 months*	2.76	2.74	----	----	2.88	2.86	2.98	----
2nd 6 months	3.22	3.19	----	----	3.42	3.40	3.62	----
After 12 months	3.70	3.67	3.90	3.87	4.15	4.13	4.40	----
<b>UTILITY:</b>								
1st 6 months*	2.78	2.76	----	----	2.90	2.89	3.00	----
2nd 6 months	3.30	3.27	----	----	3.50	3.48	3.70	----
After 12 months	3.75	3.72	3.95	3.92	4.20	4.18	4.45	----
<b>SACKER/CARRYOUT:</b>	2.30	----	----	----	2.50	----	2.75	----
<b>HEAD GROCERY CLERK:</b>								
Group A	5.55	----	5.75	----	6.10	----	6.45	6.55
Group B	5.80	----	6.00	----	6.35	----	6.70	6.80
Group C	6.02	----	6.22	----	6.57	----	6.92	7.02
<b>HEAD PRODUCE CLERK:</b>								
Group A	5.45	----	5.65	----	6.00	----	6.35	6.45
Group B	5.70	----	5.90	----	6.25	----	6.60	6.70
Group C	5.92	----	6.12	----	6.47	----	6.82	6.92
<b>HEAD CASHIER:</b>	5.21	----	5.41	----	5.76	----	6.11	6.21
<b>HOME CENTER MANAGER:</b>	5.10	----	5.30	----	5.65	----	6.00	6.10
<b>LUNCH MANAGERS:</b>	3.98	----	4.18	----	4.43	----	4.68	----

\* Employees on payroll upon ratification to receive 25¢ per hour more.

\*\* Employees on payroll upon ratification to receive 35¢ per hour more.

Over-rate (red circle) employees shall receive the same increases as provided for in the top bracket in their respective classification.

SCHEDULE "A" WAGES  
(Family Center Stores)

CLASSIFICATION:	E F F E C T I V E     D A T E S :							
	9-7-75		3-7-76		9-12-76		9-11-77	3-24-78
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time		
<u>CLERKS:</u>								
1st 6 months**	2.995	2.965	----	----	3.25	3.23	3.51	----
2nd 6 months	3.40	3.36	----	----	3.70	3.68	4.00	----
3rd 6 months	3.80	3.76	----	----	4.10	4.08	4.40	----
4th 6 months	4.40	4.36	----	----	4.70	4.68	5.00	----
Thereafter	5.00	4.93	5.20	5.13	5.55	5.51	5.90	6.00
<u>PREPARED FOODS:</u>								
1st 6 months**	2.915	2.885	----	----	3.17	3.15	3.43	----
2nd 6 months	3.33	3.29	----	----	3.63	3.61	3.93	----
3rd 6 months	3.67	3.63	----	----	3.97	3.95	4.27	----
4th 6 months	4.14	4.11	----	----	4.44	4.42	4.74	----
Thereafter	4.74	4.66	4.94	4.86	5.29	5.25	5.64	5.74
<u>PREPARED FOODS MGR.</u>	5.06	----	5.26	----	5.61	----	5.96	6.06
<u>LUNCH:</u>								
1st 6 months*	2.76	2.74	----	----	2.86	2.85	2.98	----
2nd 6 months	3.22	3.19	----	----	3.42	3.40	3.62	----
After 12 months	3.70	3.67	3.90	3.87	4.15	4.13	4.40	----
<u>UTILITY:</u>								
1st 6 months*	2.78	2.76	----	----	2.90	2.89	3.00	----
2nd 6 months	3.30	3.27	----	----	3.50	3.48	3.70	----
After 12 months	3.75	3.71	3.95	3.92	4.20	4.18	4.45	----
<u>SACKER/CARRYOUT:</u>	2.30	----	----	----	2.50	----	2.75	----
<u>HEAD PRODUCE CLERK:</u>								
Group A	5.45	----	5.65	----	6.00	----	6.35	6.45
Group B	5.70	----	5.90	----	6.25	----	6.60	6.70
Group C	5.92	----	6.12	----	6.47	----	6.82	6.92
<u>HEAD CASHIER:</u>	5.21	----	5.41	----	5.76	----	6.11	6.21
<u>LUNCH MANAGER:</u>	3.98	----	4.18	----	4.43	----	4.68	----
<u>FAMILY CENTER CLERK:</u>								
1st 6 months	2.53	----	----	----	2.63	----	2.63	----
2nd 6 months	2.80	----	----	----	2.93	----	2.98	----
3rd 6 months	3.07	----	----	----	3.23	----	3.33	----
4th 6 months	3.34	----	----	----	3.53	----	3.68	----
After 2 years	3.63	----	----	----	3.83	----	4.03	----

CLASSIFICATION:	E F F E C T I V E     D A T E S :									
	9-7-75		3-7-76		9-12-76		9-11-77		3-24-78	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
FAMILY CENTER CHECKER:										
1st 6 months**	2.55	2.52	----	----	2.805	----	3.065	----	----	----
2nd 6 months	2.965	2.945	----	----	3.265	----	3.565	----	----	----
3rd 6 months	3.31	3.27	----	----	3.61	----	3.91	----	----	----
4th 6 months	3.82	3.80	----	----	4.12	----	4.42	----	----	----
After 2 years	4.50	4.46	4.70	4.63	5.05	----	5.40	----	5.50	----
HEAD STOCK CLERK:	5.21	----	5.41	----	5.76	----	6.11	----	6.21	----
SOFT GOODS, DRUGS MANAGER:	4.25	----	----	----	4.45	----	4.65	----	----	----
HARD GOODS MANAGER:	4.72	----	----	----	4.92	----	5.12	----	----	----

- \* Employees on payroll upon ratification to receive 25¢ per hour more.
- \*\* Employees on payroll upon ratification to receive 35¢ per hour more.

The combination Lunch/Bakery Departments to receive the Prepared Food rate of pay.

H19  
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Over-rate (red circle) employees shall receive the same increases as provided for in the top bracket in their respective classification.



SCHEDULE "A" WAGES  
(Cameron, Hidalgo, Starr, Webb, Zapata Counties)

CLASSIFICATION:	E F F E C T I V E     D A T E S :							
	9-7-75		3-7-76		9-12-76		9-11-77	3-24-78
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time		
<u>CLERKS:</u>								
1st 6 months**	2.86	2.83	----	----	3.115	3.095	3.375	----
2nd 6 months	3.255	3.215	----	----	3.555	3.535	3.855	----
3rd 6 months	3.605	3.565	----	----	3.905	3.885	4.205	----
4th 6 months	4.185	4.145	----	----	4.485	4.465	4.785	----
Thereafter	4.70	4.63	4.95	4.88	5.30	5.26	5.65	5.75
<u>PREPARED FOODS:</u>								
1st 6 months**	2.77	2.74	----	----	3.025	3.005	3.285	----
2nd 6 months	3.185	3.145	----	----	3.485	3.465	3.785	----
3rd 6 months	3.485	3.445	----	----	3.785	3.765	4.085	----
4th 6 months	3.945	3.915	----	----	4.245	4.225	4.545	----
Thereafter	4.40	4.32	4.65	4.57	5.00	4.96	5.35	5.45
<u>PREPARED FOODS MANAGER:</u>	4.72	----	4.97	----	5.32	----	5.67	5.77
<u>LUNCH:</u>								
1st 6 months*	2.64	2.62	----	----	2.74	2.73	2.86	----
2nd 6 months	3.15	3.12	----	----	3.35	3.33	3.55	----
After 12 months	3.58	3.55	3.78	3.75	4.03	4.01	4.28	----
<u>UTILITY:</u>								
1st 6 months*	2.66	2.64	----	----	2.78	2.77	2.88	----
2nd 6 months	3.23	3.20	----	----	3.43	3.41	3.63	----
After 12 months	3.63	3.60	3.83	3.80	4.08	4.06	4.33	----
<u>SACKER/CARRYOUT:</u>	2.30	----	----	----	2.50	----	2.75	----
<u>HEAD PRODUCE CLERK:</u>								
Group A	5.15	----	5.35	----	5.70	----	6.05	6.15
Group B	5.40	----	5.60	----	5.95	----	6.30	6.40
Group C	5.62	----	5.82	----	6.17	----	6.52	6.62
<u>HEAD CASHIER:</u>	4.87	----	5.12	----	5.47	----	5.82	5.92
<u>LUNCH MANAGER:</u>	3.86	----	4.06	----	4.31	----	4.56	----
<u>FAMILY CENTER CLERK:</u>								
1st 6 months	2.365	----	----	----	2.465	----	2.465	----
2nd 6 months	2.635	----	----	----	2.765	----	2.815	----
3rd 6 months	2.895	----	----	----	3.055	----	3.155	----
4th 6 months	3.165	----	----	----	3.355	----	3.505	----
After 2 years	3.465	----	----	----	3.665	----	3.865	----

CLASSIFICATION:	E F F E C T I V E     D A T E S :									
	9-7-75		3-7-76		9-12-76		9-11-77		3-24-78	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time				
FAMILY CENTER CHECKER:										
1st 6 months**	2.405	2.375	----	----	2.66	----	2.92	----		
2nd 6 months	2.82	2.80	----	----	3.12	----	3.42	----		
3rd 6 months	3.125	3.085	----	----	3.425	----	3.725	----		
4th 6 months	3.645	3.625	----	----	3.925	----	4.225	----		
After 2 years	4.16	4.12	4.45	4.41	4.80	----	5.15		5.25	
HEAD STOCK CLERKS:	4.91	----	5.11	----	5.46	----	5.81		5.91	
SOFT GOODS DRUGS MANAGER:	3.91	----	----	----	4.11	----	4.31	----		
HARD GOODS MANAGER:	4.42	----	----	----	4.62	----	4.82	----		

The combination Lunch/Bakery Departments to receive the Prepared Food rate of pay.

\* Employees on payroll upon ratification to receive 25¢ per hour more.

\*\* Employees on payroll upon ratification to receive 35¢ per hour more.

Over-rate (red circle) employees shall receive the same increases as provided for in the top bracket in their respective classification.

## GENERAL PROVISIONS RELATIVE TO WAGE SCHEDULE

- A. For the purpose of the above wage schedule and for no other purpose in this Agreement, full-time employees are those who normally work thirty (30) hours or more per week, and part-time employees are those who normally work less than thirty (30) hours per week. Normally shall mean that when an employee has worked thirty (30) hours or more per week for four consecutive weeks he or she will be paid the appropriate full-time rate of pay and when the employee has worked a period of four (4) consecutive weeks at less than thirty (30) hours per week, he or she will be paid the part-time rate of pay.
- B. Regular employees will start on the first six (6) months full-time or part-time rate for the proper classification, and will advance up the pay scale on the basis of one bracket for each six (6) calendar months worked.
- C. Part-time employees will start on the first six (6) months full-time or first 870 hour part-time rate for the proper classification and will advance up the pay scale on the basis of one bracket for each 870 hours worked.
- D. Any employee who is permanently assigned to a higher classification shall be placed in the next wage bracket in the new classification that will afford him an hourly increase, except in the cases where both rates are the same. In such cases the employee will be assigned the same rate and will progress to the higher brackets in the new classification by normal progression.
- E. In stores where LUNCH and LOBBY are combined into one (1) department, employees working in the combined department shall receive the Sales (Lobby) rate.

53/4

F. PREVIOUS EXPERIENCE

1. Previous proven comparable experience within five (5) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay.
2. Claims for rate adjustment based on previous experience not listed on the application for employment must be filed in writing within thirty (30) days from date of employment otherwise the employee forfeits any claim under this provision.
3. In the event that the Employer is unable to verify previous experience, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

- G. OTHER WORK: Employees shall perform any work except meat department work which the manager of the store or District Manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease

of work he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a lay-off.

H. Any employee designated by the Employer to relieve the position of Department Manager, when the position is open four (4) or more days due to vacation, sickness, leave of absence, etc., shall receive the rate of the applicable classification beginning with the first day of such work.

E27  
I. Time spent by employees in travel from place to place during the work day in order to perform work assigned to them by the Employer shall be paid for as time worked.

J. Employees on volume rates will be reviewed and adjusted up or down based on the average weekly sales for the calendar year.

K. In new or major remodeled stores, employee's volume rates will be reclassified based on the average weekly sales for the respective jobs for the last twelve (12) weeks of the first fourteen (14) weeks the store is open. Wage adjustments will be retroactive to the date of store opening.

L. No employee will be reduced in hourly rate as the result of the signing of this Agreement.

M. Effective January 1, 1972, jobs not now filled according to the above schedule will be filled.

N. SACKER & CARRY-OUT: The duties of the Sacker Carry-out employee shall be sacking, carrying customer's purchases, handling baskarts, and keeping area in front of checkstands, store entrance and area outside of the store clean.

O. UTILITY: Utility help shall be defined as any employee responsible for the general housekeeping of the store, such as mopping, sweeping and dusting; bagging groceries, assisting customers with carry-out, etc.; in addition, Utility help may load and unload trucks, take care of salvage and take care of bottle returns.

P. VOLUME BRACKETS: Head Grocery Clerk Brackets  
A. Under \$30,000 Store Sales per week  
B. \$30,000 - \$45,000 store Sales per week  
C. Over \$45,000 Store Sales per week

Produce Manager  
A. Under \$3,500 Produce Sales per week  
B. \$3,500 - \$5,000 Produce Sales per week  
C. Over \$5,000 Produce Sales per week

Q. Classifications of Drug Clerk, Home Center Clerk, Bottle Booth, and Bakery are inoperative at this time. However, it is agreed that when the Employer operations in these departments are expanded to the extent of a major competitor who operates with said rates, such rates may be instituted at that time.

R. The following classifications apply only to Family Center type stores and shall not be applied in the Conventional food store type operations:

Family Center Clerks, Family Center Checkers, Head Stock Clerks, Hard Goods Manager, Drug Manager, and Soft Goods Manager. The classifications of Home Center Manager and Head Grocery Clerks shall apply in the Conventional food store operation only and shall not be applied in the Family Center type store. All other classifications may have application on both the conventional type food store and the Family Center type store.

S. Family Center Clerks (non-food) employed prior to February 6, 1966 will continue to receive their present rate plus negotiated and length of service increases.



SCHEDULE "B" COST OF LIVING

Cost of Living Allowance

H/S  
A cost of living allowance shall be paid on all hours paid on December 26, 1976, October 24, 1977, and March 24, 1978, based on the rise in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, all cities, (1957-1959 base = 100) as published by the Bureau of Labor Statistics (BLS). Each four-tenths (.4) rise in the CPI = one cent (1¢).

The first C.O.L.A. shall be payable on December 26, 1976, based on the changes in the CPI from December, 1974, through November, 1975.

The second C.O.L.A. shall be payable on October 24, 1977, based on the changes in the CPI from December, 1975, through November, 1976.

The third C.O.L.A. shall be payable on March 24, 1978, based on the changes in the CPI from December, 1976, through May, 1977.

The amount of any allowance, in effect at the time, shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

No adjustments, retroactive or otherwise, shall be made due to any revision that may be made in the published figures of the BLS consumer price "Index" after the amount of the cost of living adjustment has been determined and applied to the hourly base rates of pay.

In the event the CPI shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U. S. Department of Labor does not issue information which will enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

C.O.L.A. payments shall become a part of the regular base rates, per Schedule "A" Wages.

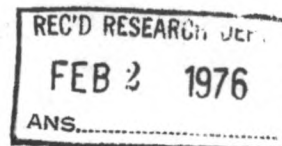
## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

January 30, 1976

Retail Clerks International Association  
Suffridge Building  
1775 K Street, Northwest  
Washington, D.C. 20006

FEB 06 1976



Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company covering the Houston Division with your local 455. The agreement we have on file expired September 1975.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Julius Shiskin*JULIUS SHISKIN  
CommissionerPLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved - - - - - 1500
2. Number and location of establishments covered by agreement 53
3. Product, service, or type of business Food
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

*Gary A. Tuckett*

(Your name and position)

(Area code and tel. no.)

(Address)

(City, State, ZIP code)